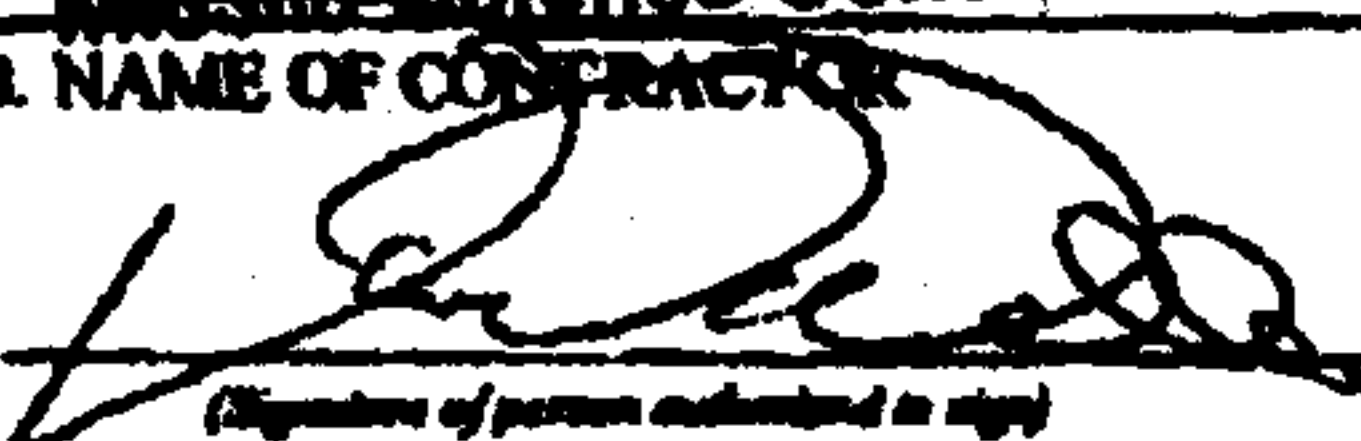
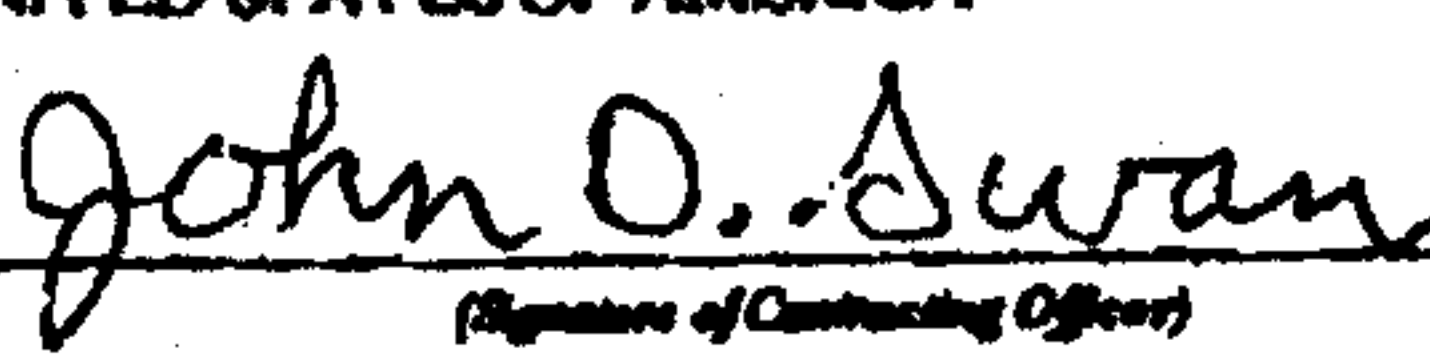


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9		PAGE OF PAGES 1 39	
2. CONTRACT (Proc Inst Adm) NO. HQ0008-06-C-0012		3. EFFECTIVE DATE 07 Apr 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0008	6. ADMINISTERED BY (If other than firm 3) DCM RAYTHEON 80 APPLE HILL DRIVE TEMPLESBURY MA 01828		CODE 92208A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) RAYTHEON COMPANY PAUL H. JOHNSON MISSILE DEFENSE BUSINESS CENTER 225 & 235 PRESIDENTIAL WAY WOBURN MA 01801-1080				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 3WIDY				FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	
11. SHIP TO MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER/NORTH ENTITLEMENT PO BOX 182288 COLUMBUS OH 43218-2288		CODE HQ0007		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)(1)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$114,873,890.00	
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION			PAGE(S)	(X) SEC.	DESCRIPTION	
PART I - THE SCHEDULE							
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		8	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		9	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		10	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		11 - 12	L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		13 - 17	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS		18 - 24			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return it to the issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachment on final basis)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Director Missile Defense Contracting				20A. NAME AND TITLE OF CONTRACTING OFFICER JOHN D. SWAN Contracting Officer			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY 		06 Apr 2006		BY 		APR 07 2006	

NRV 7540-01-152-3069

PREVIOUS EDITION UNUSABLE

GPO 1983 O - 469-794

STANDARD FORM 26 (REV. 4-85)

Prescribed by GSA
FAR (48 CFR) 53.214(a)

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9		PAGE OF PAGES 1 39	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-06-C-0012		3. EFFECTIVE DATE 07 Apr 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) DCM RAYTHEON 50 APPLE HILL DRIVE TEWKSBURY MA 01876		CODE S2205A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) RAYTHEON COMPANY PAUL H. JOHNSON MISSILE DEFENSE BUSINESS CENTER 225 & 235 PRESIDENTIAL WAY WOBBURN MA 01801-1060				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 3W1D7		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER/NORTH ENTITLEMENT PO BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$114,073,000.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	25 - 38
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	8	X	J	LIST OF ATTACHMENTS	39
X	D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	11 - 12		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	13 - 17	L			
X	H	SPECIAL CONTRACT REQUIREMENTS	18 - 24	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER JOHN D. SWAN / CONTRACTING OFFICER, CTA TEL: 703-882-6474 EMAIL: john.swan@mda.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY <u>John D. Swan</u> (Signature of Contracting Officer)		07-Apr-2006	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SGI Prime Mission Equipment Hardware FFP Provide SGI manufactured prime mission equipment for the upgrade to the Thule Air Base Early Warning Radar in accordance with the Statement of Objectives, Section J, Attachment 1. FOB: Destination	1	Lot	(b)(4)	(b)(4)

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	ACRN AA for CLIN 0001 COST FOB: Destination PURCHASE REQUEST NUMBER: SN9EAJ62319				

ESTIMATED COST

\$0.00

ACRN AA
CIN: SN9EAJ623190001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0002
Construction
CPAF

Provide construction services for the facilities required for the upgrade of the Thule Air Base Early Warning Radar in accordance with the Statement of Objectives, Section J, Attachment 1.

FOB: Destination

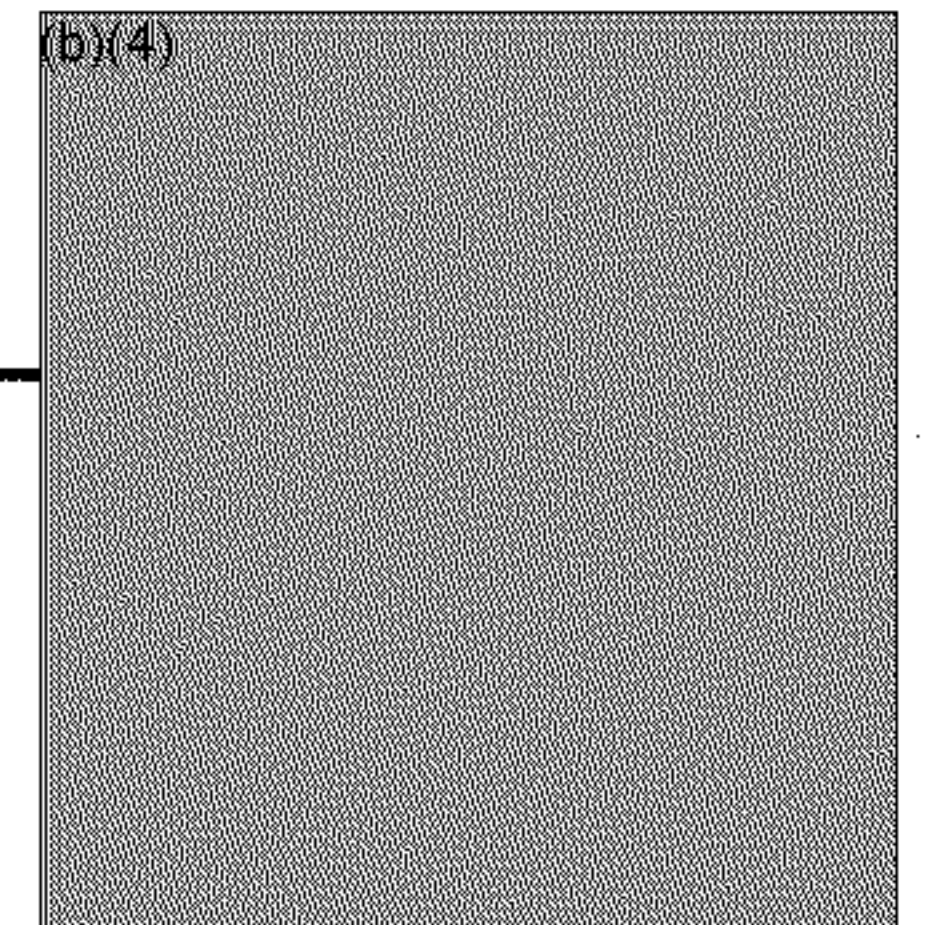
ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

000201
ACRN: AB CLIN 0002
COST

FOB: Destination

PURCHASE REQUEST NUMBER: SN9EAJ62320

ESTIMATED COST

\$0.00

ACRN AB
CIN: SN9EAJ623200001



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0003

Early Warning Radar Upgrade

CPAF

Thule Air Base Early Warning Radar upgrades consisting of program management, systems engineering, hardware (sans the SGI Prime Mission Equipment included in CLIN 0001), software design, software development, software maintenance, system integration, system test, system evaluation, facility design, travel, and logistics (including spares, training, and maintenance) in accordance with the Statement of Objectives, Section J, Attachment 1.

FOB: Destination

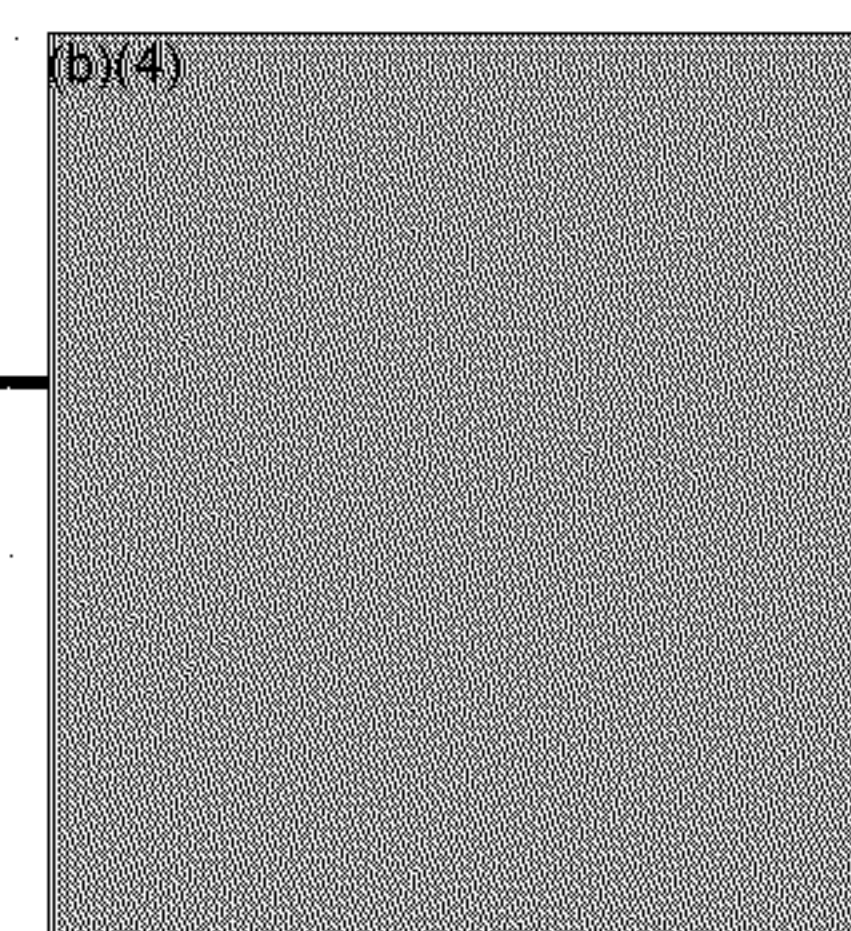
ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

000301

ACRN AC for CLIN 0003

COST

FOB: Destination

PURCHASE REQUEST NUMBER: SN9EAJ2338

ESTIMATED COST

\$0.00

ACRN AC

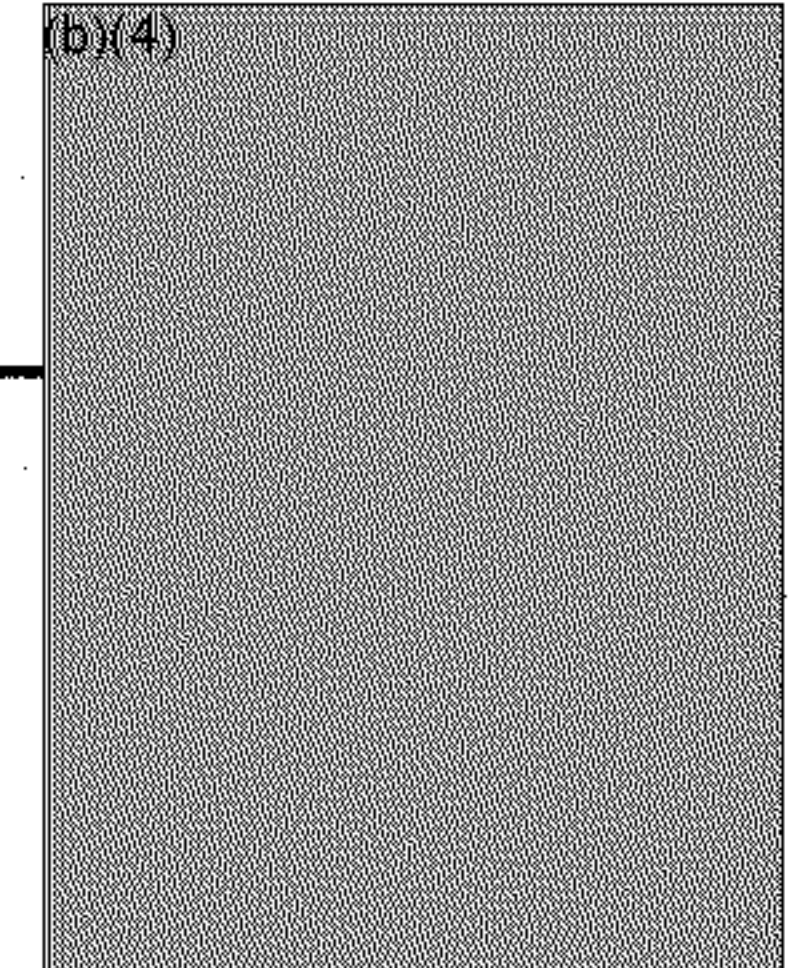
CIN: SN9EAJ23380001



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0004	Engineering Services CPAF Engineering Services not specified in CLIN 0003 including, but not limited to proposal preparation, in accordance with the Statement of Objectives, Section J, Attachment 1. FOB: Destination				
------	--	--	--	--	--

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	
MAX AWARD FEE	
TOTAL EST COST + FEE	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

000401	ACRN AD for CLIN 0004 COST FOB: Destination PURCHASE REQUEST NUMBER: SN9EAJ62321				
--------	---	--	--	--	--

ESTIMATED COST

\$0.00

ACRN AD CIN: SN9EAJ623210001	
---------------------------------	--



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0005	Data for CLINs 0001 through 0004 COST Data provided in accordance with the Contract Data Requirements List, DD Forms 1423-1, Section J, Exhibit A. FOB: Destination				NSP
------	--	--	--	--	-----

ESTIMATED COST

\$0.00

CLAUSES INCORPORATED BY FULL TEXT

B-01 LINE ITEM DESCRIPTION (MAY 2005)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the upgrade to the Thule Air Base Early Warning Radar.

B-02 ESTIMATED COST AND AWARD FEE, FIRM FIXED PRICE (MAY 2005)

The total estimated firm fixed price, cost and award fee of this letter contract are:

Total Estimated Cost:	\$	TBD
Award Fee:	\$	TBD
Estimated Cost-Plus-Award-Fee:	(b)(4)	
Total Firm-Fixed-Price:		
Total Not-to-Exceed:		\$114,073,000

B-03 CONTRACT TYPE (MAY 2005)

This is a cost-plus-award fee (CPAF) and firm-fixed-price (FFP) letter contract with a period of performance running from it effective date to 30 September 2010 as specified in Section B and other related Sections, Attachments and Exhibits. CLINs 0002, 0003, and 0004 are CPAF. CLIN 0001 is FFP.

MDA B-06

B-06. AWARD FEE DISTRIBUTION:

Award Fee Plan - Fee Distribution per Award Fee Period: (TBD)

End Date of Award Fee Period	Programmatic	Functional	Total Fee for Award Fee Period	Fee Awarded	Roll Over
---------------------------------	--------------	------------	-----------------------------------	-------------	-----------

- 1 -
- 2 -
- 3 -
- 4 -
- 5 -
- 6 -

7 -

8 -

Rounding

TOTALS

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

CLAUSES INCORPORATED BY FULL TEXT

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements List, DD Forms 1423-1. (Due dates TBD)

b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."

c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

- CONTRACT NUMBER
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall contain the following disclaimer statement on the cover page:

"The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision."

f. Except as provided by the Contract Data Requirements List, DD Forms 1423-1, Section J, Exhibit A, and the Contract Security Classification Specification, DD Form 254, Section J, Attachment 2, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (MAY 2005)

The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS –
Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/DFN
7100 Defense Pentagon
Washington, DC 20301-7100
(INSERT E-mail Address TBD)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
000301	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
000401	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative.

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Forms 1423-1, Exhibit A.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-DEC-2007	1	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 11-APR-2006 TO 30-SEP-2010	N/A	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
0003	POP 11-APR-2006 TO 30-SEP-2010	N/A	N/A FOB: Destination	
000301	N/A	N/A	N/A	N/A
0004	POP 11-APR-2006 TO 30-SEP-2010	N/A	N/A FOB: Destination	
000401	N/A	N/A	N/A	N/A
0005	POP 11-APR-2006 TO 30-SEP-2010	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)

a. The Contractor shall accomplish the work required by CLINs 0001 through 0005 pursuant to the SOO for a period of 11 April 2006 to 30 September 2010.

F-03 DELIVERY SCHEDULE OF TECHNICAL DATA ITEMS (MAY 2005)

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List, DD Forms 1423-1, Section J, Exhibit A.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9760400.2520 6 BM 2520 40603882C00 255Y S12135 MD609083AC2319 620252
AMOUNT: (b)(4)
CIN SN9EAJ623190001: (b)(4)

AB: 9760400.2520 6 BM 2520 40603882C00 255Y S12135 MD609083AC2320 620252
AMOUNT: (b)(4)
CIN SN9EAJ623200001: (b)(4)

AC: 9760400.2520 6 BM 2520 40603882C00 255Y S12135 MD609083AC2338 620252
AMOUNT: (b)(4)
CIN SN9EAJ23380001: (b)(4)

AD: 9760400.2520 6 BM 2520 40603882C00 255Y S12135 MD609083AC2321 620252
AMOUNT: (b)(4)
CIN SN9EAJ623210001: (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

(a) CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: John D. Swan
Organizational Code: MDA/DACA
Telephone Number: 703-882-6474
E-Mail Address: John.Swan@mda.mil

(b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a

formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: Dan Gulotta
Organizational Code: MDA/DFN
Telephone Number: 703-882-6974
E-Mail Address: Daniel.Gulotta@mda.mil

(c) The Contracting Officer shall provide the following contractor information for the EDA POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC: _____
E-Mail Address: _____
Telephone No.: _____
(including area code and extension)

The point of contact on matters pertaining to contract audits is as follows:

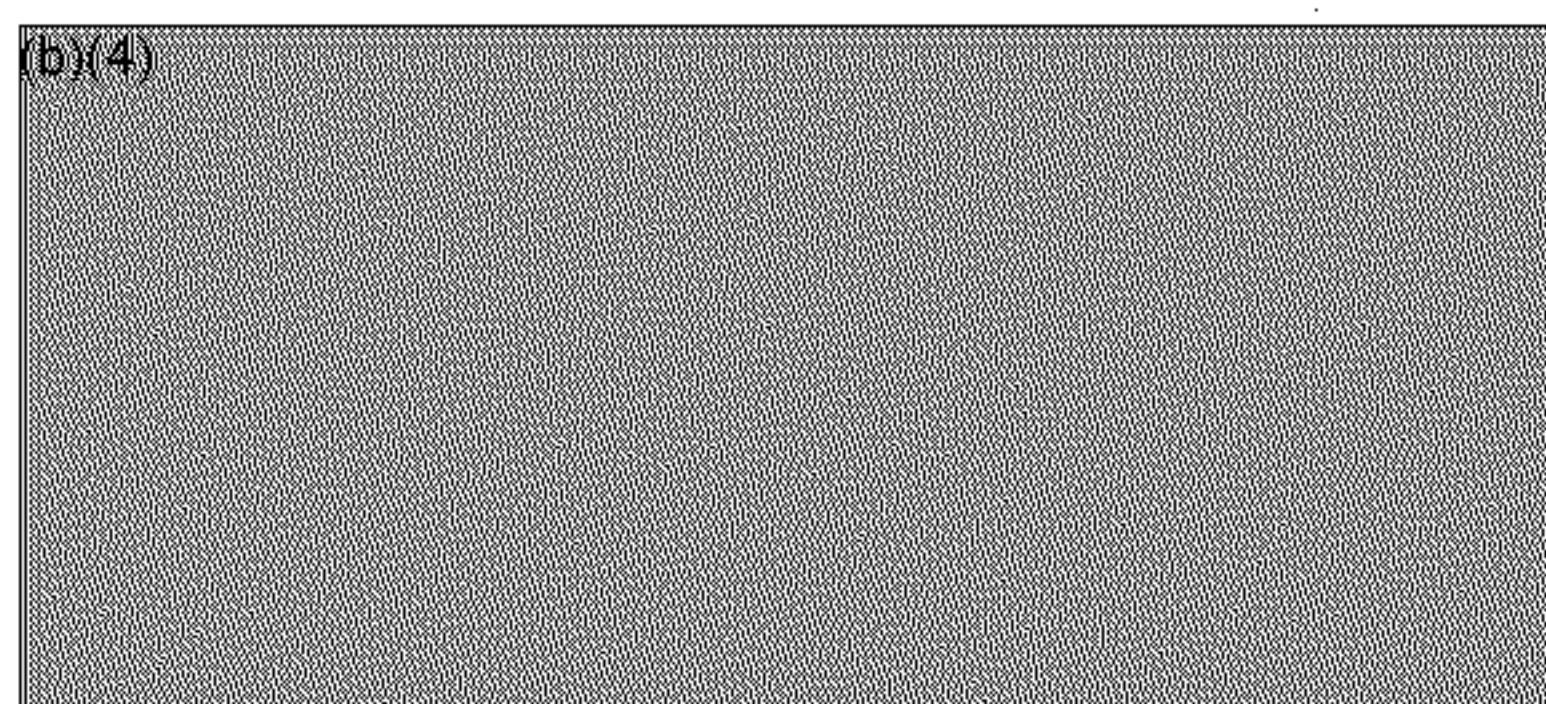
Name: _____
Title: _____
Telephone No.: _____
(including area code and extension)

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

G-03 REMITTANCE ADDRESS (MAY 2005)

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I:



G-04 PATENT INFORMATION (MAY 2005)

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/DACA
7100 Defense Pentagon
Washington, DC 20301-7100

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA
WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)

a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

5. The WAWF Training Links are located on the Internet at <https://wawf.eb.mil> under "About WAWF".

6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA WESTHEM
Area Command Ogden
Customer Service Center
CONUS ONLY: 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 338-7095
FAX COMMERCIAL: 801-605-7453
FAX DSN: 388-7453
cscassig@ogden.disa.mil

b. Submission of Invoices under Fixed Price Type Contracts

1. "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.
2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.
3. In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.
4. The contractor shall prepare either:
 - ☐ a separate invoice for each activity designated to receive the supplies or services or
 - ☒ a consolidated invoice covering all shipments delivered under an individual order.
5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.
6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.
2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.
3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.
4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.
5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:	(b)(4)
Estimated funds exhaustion date:	30 September 2006
CLIN 0002:	(b)(4)
Estimated funds exhaustion date:	30 September 2006
CLIN 0003:	(b)(4)
Estimated funds exhaustion date:	30 September 2006
CLIN 0004:	(b)(4)
Estimated funds exhaustion date:	30 September 2006
CLIN 0005:	\$N/A
Estimated funds exhaustion date:	30 September 2006

G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

CLIN(s) 0001 through 0004 may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-09, Accounting and Appropriation Data.

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0002, 0003, 0004 and 0005 vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

G-12 TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

The Contractor's taxpayer identification number is (b)(4). This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

G-13

G-13 Pre-contract Costs

Limited pre-contract costs authorized:

See H-24

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (MAY 2005)

In accordance with FAR Part 28.307-2, the Contractor shall maintain the types of insurance and coverage listed below:

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	As required by State law
Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	\$100,000 per accident
General Liability (Comprehensive) Bodily Injury	\$500,000 per occurrence
Automobile Liability (Comprehensive)	
Bodily Injury per person	\$200,000
Bodily Injury per accident	\$500,000
Property Damage per accident	\$ 20,000

H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of the Thule Air Base UEWR program. The parties realize, however, that disagreements and disputes may arise between them. They agree to use their best efforts to resolve all disagreements and disputes quickly, efficiently and fairly. The Government prefers to resolve all issues arising under or related to the contract by negotiation, first at the Contracting Officer level, and if unresolved, at the Program Director/Manager level. If negotiations reach an impasse, the Government and the Contractor agree to consider using one or more of the ADR processes identified in 5 USC 571. In the event either party rejects the use of ADR procedures, he will inform the other in writing of the specific reasons.

The parties agree that they will establish a written ADR process, tailored to the circumstances, before beginning ADR. Typically, the agreement will address: issues requiring resolution, authorized representatives, appointment of neutrals, audit requirements, confidentiality and duration of the ADR process, suspension of litigation, and a schedule.

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR—address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Seven (7) copies of each item.

(2) Written statement, including:

- (a) To whom the material is to be released
- (b) Desired date for public release
- (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
- (d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.

- i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.
- j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/DFN
 Attn: Ann G. Finney
 1301 Southgate Road
 Arlington, VA 22202

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

- a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.
- b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.
- c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.
- d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.
- e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.
- f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

H-11 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

- a. The Contractor shall submit all required visit clearances in accordance with NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense
 Missile Defense Agency, MDA/ACC

7100 Defense Pentagon
 Washington, DC 20301-7100
 Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

- b. The COR is authorized to approve visit requests for the Contracting Officer.

H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2005)

- a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.
- b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:
 - (1) remove the employee from the current Visit Authorization Request/Letter;
 - (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
 - (3) terminate the MDA LAN account/access privileges.
- c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

H-13 ACQUISITION OF FACILITIES (MAY 2005)

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101, Definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

H-22 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)

- a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) ☐ Electronic format through the following website: www.mdasmallbusiness.com

(2) ☐ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

H-24

H-24 ADVANCED AGREEMENT FOR CERTAIN PRE-CONTRACT COSTS

Allowable costs as agreed to in the Advanced Agreement under this contract shall include vendor costs incurred by the Contractor directly pursuant to the ordering of the equipment listed in the Advanced Agreement in anticipation of the contract award when such incurrence is necessary to comply with the anticipated contract delivery schedule. Allowable costs incurred by the Contractor pursuant to this Advanced Agreement commences on the date the Contracting Officer signs said Advanced Agreement and continues to the effective date of this proposed contract, providing such costs do not exceed \$800,000.00 unless the such amount is increased in writing by the Contracting Officer. This Advanced Agreement provides coverage for costs attributable to Contractor labor required to procure this equipment.

H-25

H-25 OBSOLESCENCE OF EQUIPMENT

In the event that the contractor determines that one or more parts involved in the production of any of the requirements contained in this contract are obsolete, non-procurable, or out of production, the Contractor shall provide written notice to the Contracting Officer within 60 days after known obsolescence. This notice will include the Contractor's recommendation to correct the problem, the Contractor's assessment of any cost and schedule impacts associated with the recommendation, and if applicable, request for equitable adjustment to estimated cost and award fee.

Upon receipt of the notification the Contracting Officer will determine the appropriate course of action and will give written direction to the Contractor.

Redesign, vendor qualification, or out of production non-recurring engineering effort undertaken by the Contractor to implement the Contracting Officer's direction will be charged to the new cost-plus-fixed-fee contract line item established in the contract for this obsolescence of equipment. In no event will the Contractor proceed with implementation without written approval of the Contracting Officer.

H-26

H-26 AWARD FEE (TBD)

- a. IAW FAR 16.405 and DFARS 216.405-2, this contract provides for award fee.
- b. The provisions of the award fee are IAW the Award Fee Plan in Section J, Attachment 4.
- c. The Contractor may submit vouchers for the award fee immediately upon receipt of the contract modification recording the award fee earned.
- d. All decisions regarding award fee payments and award fee amount are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes Clause.

H-27

H-27 TECHNICAL DATA RIGHTS

The Contractor has asserted a list for limited technical data rights and the Government reserves the right under DFARS 252.227-7013 to challenge these rights at any time. See Section J, Attachment 5.

H-28

H-28 GOVERNMENT FURNISHED ITEMS

The Contractor has requested a list of Government Furnished Items for Rent Free, Non-interference Use. This list is pending approval. See Section J, Attachment 3.

H-29

H-29 LOGISTICAL SUPPORT FOR CONTRACTOR EMPLOYEES

1. Contractor employees and subcontractor employees are authorized to use military airlift flight from CONUS to Thule Air Base and return on a space available, reimbursable basis.
2. The following logistical support will be furnished at Thule Air Base:
 - a. Billeting: From April 2007 to December 2007, up to 35 employees of the Contractor and / or its subcontractors are authorized lodging at Government billeting. From January 2008 to September 2008, up to 10 employees of the Contractor and / or its subcontractors are authorized lodging at Government billeting. From October 2008 to September 2010, up to 20 employees of the Contractor and / or its subcontractors are authorized lodging at Government billeting. Other billeting support not listed above will be provided on a space available basis.
 - b. Commissary / Shoppette
 - c. AAFES facilities
 - d. Class VI
 - e. Local Government transportation
 - f. Local morale / welfare / recreation facilities
 - g. Military banking facilities
 - h. Military postal facilities
 - i. Officer and / or NCO clubs
 - j. Purchase of petroleum and oil products (reimbursable)

- k. Messing facilities: Meals to be purchased by employees of the contractor and / or subcontractors.
- l. Medical / dental care: Non-routine and emergencies only; on a space available basis and reimbursable.

H-30
H-30

Missile Defense Agency Assurance Provisions (MAP), dated 9 January 2004 is incorporated by reference and is on the Teamport shared drive.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-23	Execution And Commencement Of Work	APR 1984
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997

52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JAN 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-21	Technical Data Certification, Revision, and Withholding of Payment--Major Systems	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997

52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-9	Use And Charges	AUG 2005
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7003	Item Identification and Valuation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006 Alt I	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993) - Alternate I	NOV 1995

252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2005
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Jun 2005) - Alternate I	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7007	Limitation Of Governments Obligation	AUG 1993
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	SEP 2005
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7000	Special Termination Costs	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding 5,382,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is 5,382,000 dollars.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this

clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the

proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - (ii) Are in conformance with the requirements of FAR 32.504(f); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
 - (ii) Are in conformance with the requirements of FAR 32.504(g); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing

payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the

Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above,

advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A letter contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a combination firm-fixed price and cost-plus-award-fee proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).

Submission of proposal:	16 June 2006
Completion of Negotiations:	31 August 2006
Target Date for Definitization:	20 September 2006

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of

Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--
 - (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated a combination of a firm-fixed-price and cost-plus-award fee in no event to exceed \$114,073,000.00.

(End of clause)

252.242-7002 EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)

- (a) In the performance of this contract, the Contractor shall use an earned value management system (EVMS) that has been recognized by the cognizant Administrative Contracting Officer (ACO) as complying with the criteria provided in DoDI 5000.2, Operation of the Defense Acquisition System.
- (b) If, at the time of award, the Contractor's EVMS has not been recognized by the cognizant ACO as complying with EVMS criteria (or the Contractor does not have an existing cost/schedule control system that has been accepted by the Department of Defense), the Contractor shall apply the system to the contract and shall be prepared to demonstrate to the ACO that the EVMS complies with the EVMS criteria referenced in paragraph (a) of this clause.
- (c) The Government may require integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 180 calendar days after (1) contract award, (2) the exercise of significant contract options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (d) Unless a waiver is granted by the ACO, Contractor-proposed EVMS changes require approval of the ACO prior to implementation. The ACO shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the ACO, the Contractor shall disclose EVMS changes to the ACO at least 14 calendar days prior to the effective date of implementation.
- (e) The Contractor agrees to provide access to all pertinent records and data requested by the ACO or duly authorized representative. Access is to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the criteria referenced in paragraph (a) of this clause.
- (f) The Contractor shall require the following subcontractors to comply with the requirements of this clause:

(Contracting Officer to insert names of subcontractors selected for application of EVMS criteria in accordance with 252.242-7001(c).)

N/A

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

TABLE OF CONTENTS

DOCUMENT TYPE	DESCRIPTION
EXHIBIT A	Contract Data Requirements List DD Forms 1423-1
ATTACHMENT 1	Statement of Objectives
ATTACHMENT 2	Contract Security Classification Specification DD Form 254
ATTACHMENT 3	Property
ATTACHMENT 4	Award Fee Plan
ATTACHMENT 5	Contractor Asserted Data Rights

Thule UEWR Proposed Contracts Data Requirements List

1	COST DATA SUMMARY REPORT (CSDR)	approval
2	FUNCTIONAL COST HR & PROGRESS CURVE REPORT	approval
3	UEWR WORK BREAKDOWN STRUCTURE AND DICTIONARY	approval
4	CONTRACT FUNDS STATUS REPORTS (CFSR)	approval
5	CONTRACT PERFORMANCE REPORT (CPR)	approval
6	UEWR INTEGRATED MASTER SCHEDULE (IMS)	approval
7	UEWR INTEGRATED MASTER PLAN (IMP) UPDATE	approval
8	PROGRAM PROTECTION PLAN (PPP) UPDATES	approval
9	UEWR INTEGRATED SUPPORT PLAN (ISP) and SUPPORTABILITY ANALYSIS PLAN (SAP)	update
10	UEWR FACILITY REQUIREMENTS DOCUMENT	approval
11	ENGINEERING CHANGE PROPOSAL	approval
12	REQUEST FOR DEVIATIONS/WAIVERS	approval
13	INTEGRATED LOGISTICS SUPPORT PLAN (ILSP)	update
14	SPECIFICATION CHANGE NOTICE (SCN)	approval
15	TEST PLANS & PROCEDURES -	approval
16	UEWR SOFTWARE TEST PLAN & PROCEDURES	approval
17	DATA ACCESSION LIST	approval
18	DRAWINGS AND ASSOCIATED LISTS	approval
19	UEWR HAZARDOUS MATERIALS MANAGEMENT PROGRAM PLAN	approval
20	SCIENTIFIC AND TECHNICAL REPORTS	approval
21	UEWR TECHNICAL PUBLICATIONS PLAN	update
22	SOFTWARE USERS MANUAL	approval
23	TRUSTED FACILITY MANUAL	update
24	SECURITY FEATURES USER GUIDE	update
25	FAILURE MODES, EFFECTS AND CRITICALITY ANALYSIS (FMECA) & CRITICAL ITEMS LIST (include TFRACAS reliability data)+C14	update
26	Technical Orders for UEWR	approval

3/28/2006

Statement of Objectives

1.0 Program Objectives

The purpose of the Upgraded Early Warning Radar (UEWR) Program is to provide the Management, Engineering, Logistics Production and Testing support required to upgrade, integrate and maintain the Thule Air Base (AB), Greenland Early Warning Radar (EWR) site to support the Missile Defense Agency (MDA) Ballistic Missile Defense System (BMDS). Early Warning Radar sites at Beale AFB, CA and RAF Fylingdales in the United Kingdom have begun to implement the UEWR Program's improvements.

1.1 Scope

This Statement of Objectives (SOO) is for the UEWR at Thule AB. This SOO provides the basic, top level objectives for the acquisition of the Thule EWR facility modification and associated radar upgrade. In addition, the contractor will provide support to the system integration contractor with respect to the radar hardware and software upgrades. It is intended to afford the Contractor the flexibility to develop a cost effective solution and the opportunity to propose innovative alternatives to meeting the stated objectives. This upgrade shall adapt the UEWR baseline for Thule. The contractor will utilize a similar infrastructure for safety, QA/QC, program management, security, logistics, etc. as is being used to execute the upgrade of the EWRs at Beale AFB and RAF Fylingdales. As an integral part of the proposal, the Contractor shall provide a detailed Statement of Work (SOW) consistent with this SOO.

2.0 Performance Objectives

Under this effort, the contractor performance objectives are to:

- 2.1 Develop documentation to support the negotiation of a definitized contract award
- 2.2 Update the UEWR baseline for Thule deployment IAW Thule Revision of the Prime Item Development Specification (PIDS) (i.e., provide a single UEWR baseline that supports all UEWR sites) consistent with the Ground-based Mid-course Defense (GMD) and Boeing defined element interfaces)
- 2.3 Design, integrate, and test the updated UEWR hardware and software at the appropriate unit, subsystem, and system levels
- 2.4 Manage and/or monitor, and evaluate engineering change proposals to the (Government and Boeing controlled) baseline as approved by the Government for the Thule UEWR deployment
- 2.5 Coordinate with and support The Boeing Company as required, ensuring Thule UEWR modifications are ready for incorporation into the BMDS (e.g. security, certification, specialty, and system engineering requirements, GMD interfaces, operational communications, update GMD models and simulations.
- 2.6 Incorporate Thule UEWR baseline changes into the System Program Agency (SPA) development string at Raytheon Massachusetts Facility
- 2.7 Deliver software and hardware to include UEWR, UEWR Simulator/Tester (UST), technical data, spares, and training, training curriculum, and supporting development and production engineering documentation
- 2.8 Develop a Facilities Requirements Document as the basis for the design and modification of the Thule EWR facility to accomplish the UEWR upgrades required for Missile Defense

2.9 Contractor shall update and maintain all development and product specifications for the affected Hardware Configuration Items, HWCIs. Contractor shall develop and document all embedded software used by the HWCIs. Contractor shall maintain developmental design drawings and associated lists. Level 1 drawings are permitted for COTS items. Contractor shall prepare the necessary test, demonstration, and inspection/examination plans for the testing of UEWR for conformance to the specifications.

2.10 Provide logistics support through operational test and an initial sustainment period from Oct 1, 2009 through Sep 30, 2010

2.11 Remove and disposition legacy systems made obsolete by UEWR

2.12 Complete the post operational acceptance facility modifications as defined in the Facilities Requirements Document. (Move the UEWR MWOC into the permanent location and remove obsolete hardware, repairing and replacing finishes as required)

2.14 Support planning and execution of one Boeing conducted Integrated Ground Test (IGT) and subsystem checkout..

2.15 Support the development of a combined test and evaluation program encompassing dual end-to-end testing, legacy initial operational tests, through completion of force development evaluation and Trial Period of the Thule AB UEWR.

2.16 Do not degrade the EWR

2.17 Support the Government program manager by coordinating with the Government and other Government contractors for schedule reconciliation, technical interchanges, holding comprehensive Thule missile defense program management meetings, holding integrated product team meetings, and similar tasks required to deliver the capability on schedule.

2.18 The Contractor will provide technical, cost, schedule, and performance documentation required for the Government to manage, deliver and accept the program, including:

- monthly program status reports
- Earned Value Management reports
- meeting minutes
- inputs to test plans

3.0 Management Objectives

3.1 Field the baseline UEWR at minimum cost

3.2 Deploy the system for Government certification not later than FY2009

3.3 Manage and coordinate baseline changes including facilities configuration management control via Facility Change Proposals (FCP's) as managed by the Government

3.4 Provide the basic elements for a sustainable system, consistent with the UEWR configurations at Beale and Fylingdales, enabling the Government to coordinate system lifecycle support and minimize system lifecycle costs

3.5 Deliver all facility modifications required to support the missile defense mission at Thule

3.6 Encourage Associate Contractor Agreements between GMD Thule upgrade contractors to facilitate direct cooperation and coordination

3.7 Participate in Thule Integrated Product Team working groups with the Government and any sub-working groups that may arise

3.8 Ensure delivery of system design documentation to the Government

3.9 Coordinate with the Government for GFX items available to support the contractors' on-site execution


The following requirements documents are incorporated by reference.

- UEWR PIDS, Revised for Thule
- UST PIDS and Processing Element B1 Specification (PIDS) (GMD056)
- All data items and applicable documents specified in the Raytheon subcontract to the Ground-based Midcourse Defense Contract, HQ0006-01-C-0001, subcontract No. 100216; "National Missile Defense Prime Contractor Raytheon Upgraded Early Warning Radar (UEWR) Subcontract Statement of Work" (2 Mar 01)

ATTACHMENT 5

In accordance with DFARS 252.227-7013 (Rights in Technical Data – Noncommercial Items), DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation) and 252.27-7017 (Identification and Assertion of Use, Release, or Disclosure of Restrictions), the following technical data and computer software was developed by Raytheon exclusively at private expense and will be delivered to the Government under the resulting contract with “Restricted Rights”:

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE R	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 20-Jun-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 50 APPLE HILL DRIVE TEWKSBURY MA 01876	
				CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY PAUL H. JOHNSON MISSILE DEFENSE BUSINESS CENTER 225 & 235 PRESIDENTIAL WAY WOBURN MA 01801-1060				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-06-C-0012	
				X 10B. DATED (SEE ITEM 13) 07-Apr-2006	
CODE 3W1D7		FACILITY CODE 3W1D7			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nccllemen06516 The purpose of this administrative modification is to incrementally fund CLIN 0003 by (b)(4)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT F. FREY / CONTRACTING OFFICER, CTA TEL: 703-882-6206 EMAIL: robert.frey@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 20-Jun-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4)

SUBCLIN 000301:

AC: 9760400.2520 6 BM 2520 40603882C00 255Y S12135 MD609083AC2338 620252 (CIN
SN9EAJ23380001) was increased by (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE R		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 01-Aug-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 50 APPLE HILL DRIVE TEWKSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY PAUL H. JOHNSON MISSILE DEFENSE BUSINESS CENTER 225 & 235 PRESIDENTIAL WAY WOBURN MA 01801-1060				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-06-C-0012			
				X 10B. DATED (SEE ITEM 13) 07-Apr-2006			
CODE 3W1D7		FACILITY CODE 3W1D7					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nccllemen06692 The purpose of this modification is to decrease the funding on CLIN 0003 by (b)(4) This (b)(4) in a subsequent contract modification, will be used to increase the funding on CLIN 0004.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT F. FREY / CONTRACTING OFFICER, CTA TEL: 703-882-6206 EMAIL: robert.frey@mda.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Robert F. Frey</u> (Signature of Contracting Officer)		16C. DATE SIGNED 01-Aug-2006	
(Signature of person authorized to sign)							

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by

(b)(4)

SUBCLIN 000301:

AC: 9760400.2520 6 BM 2520 40603882C00 255Y S12135 MD609083AC2338 620252 (CIN
SN9EAJ23380001) was decreased by

(b)(4)

(End of Summary of Changes)



DEPARTMENT OF DEFENSE
MISSILE DEFENSE AGENCY
7100 DEFENSE PENTAGON
WASHINGTON, DC 20301-7100

DACA

April 7, 2006

Mr. Paul H. Johnson
Missile Defense Business Center
225 & 235 Presidential Center
Woburn, MA 01801-1060

SUBJECT: Award of Letter Contract HQ0006-06-C-0012 – Request for Proposal

Dear Mr. Johnson:

Raytheon is requested to provide a fully supported cost proposal and a Statement of Work for subject letter contract.

Your proposal is requested as soon as possible but not later than June 16, 2006. The not-to-exceed (NTE) amount for this effort is \$114,073.000. Please also provide me within seven calendar days of this RFP letter, your proposal preparation budget. The Government acknowledges that the assumptions used by the Contractor in preparations of the proposed NTE submission, as expressed in Raytheon letter MDA:THULE:PHJ:06:0003, dated 2 March 2006, were the basis for Raytheon's proposed NTE amount.

Within ninety-six days after receipt of the proposal, the Contracting Officer will negotiate this work and will issue a modification at the completion of negotiations.

Proposal distribution is contained in the attached Pricing Instructions.

I also attached a copy of the signed letter contract. If you have any questions concerning the content of this letter, please contact me at 703.882.6474 or electronically at John.Swan@mda.mil.

Sincerely,

John D. Swan
JOHN D. SWAN
Contracting Officer

Enclosures:

1. Pricing Instructions
2. Letter Contract

Enclosure #1

Pricing Instructions - HQ0006-06-C-0012

The prime contractor and all subcontractors proposing subcontracts with a value of \$550,000 or more shall provide certified Cost and Pricing Data in accordance with the applicable supporting data requirements below. In the event of an interorganizational Transfer (IOT) of less than the \$ 550,000 threshold, the IOT organization will provide detailed "Other than Cost or Pricing Data" to adequately disclose the elements of cost proposed. In either event, the contractor shall follow Federal Acquisition Regulation Part 15.408, Table 15-2 Instructions for general cost proposal information, cost elements, and cost formats not specifically covered by these instructions.

The contractor shall provide hard copies of the cost proposal in the quantities described below. The contractor and all contractor IOTs will also provide electronic copies of their cost proposal at summary CLIN level by calendar year and within each CLIN at WBS Level 4 (also by calendar year). Electronic copies are defined as those formats in Microsoft Excel 2000 (IBM PC or compatible) on 650 MB CDs. The entire proposal will also be provided in PDF format on 650 MB CDs.

The contractor is responsible for providing adequate subcontractor cost and pricing data. In the event a subcontractor refuses to provide such data directly to the contractor, the contractor shall ensure that unsanitized, fully disclosed copies of the subcontractor proposals are provided to the Government.

Please deliver copies of your proposal to the following organizations in accordance with the stated due date:

(1) MDA Contracts Directorate (original and 3 copies of entire proposal & CDs):

Missile Defense Agency (MDA/DACA)
Attn: John D. Swan, Suffolk Bldg
7100 Defense Pentagon
Washington, D.C. 20301-7100

John Swan, telephone 703.882.6474, e-mail John.Swan@mda.mil

Enclosure 1

Enclosure #2

Letter Contract HQ0006-06-C-0012

Enclosure 1

(2) DCAA, Andover (2 copies of entire proposal & CDs):

Defense Contract Audit Agency
Raytheon Company

Integrated Defense Systems

Attn: Phil O'Donnell

350 Lowell St.

Andover, MA 01810-4420

Phil O'Donnell, telephone 978.470.9185, e-mail Phil.ODonnell@dcaa.mil

(3) DCMA-Raytheon, MA (1 copy of entire proposal & CDs):

DCMA Raytheon

ATTN: RRBB (ACO Domenic DelGreco)

235 Presidential Way

Woburn, MA 01801

Domenic DelGreco, telephone 339.645.6834, email Domenic.DelGreco@dcma.mil